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BAKING POWDER

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PRICE BAKING POWDER CO., CHICAGO.

GRAND JURY REVEALS THIRD STREET VICE

Complaints of Business Men in Wholesale District Lead to Investigation.

BIG PROFITS FOR LANDLORD.

Immoral Places Thrive Under Cover of Decency and Plans Are Discovered for Enlarging District.

The Grand Jury yesterday afternoon heard testimony which it is believed will connect a man well known in North Third street business circles with the charge of leasing property for immoral purposes. The investigation will continue to-day.

Circuit Attorney Folk a few days ago received from the president of a North Third street business house a letter giving him information which he placed before the Grand Jury. The Circuit Attorney's informant was careful enough to give the names of witnesses, the numbers of the houses leased and other knowledge which, if true, would prove to be strong enough to indict the offender.

The Grand Jury decided to act upon the matter, and the witnesses were summoned. In the letter to Circuit Attorney Folk, the person who first gave the information stated that the man who was leasing the property openly boasted that he was making considerable money out of the business; in fact, that he was clearing more out of these immoral houses than he was from his legitimate business.

The letter also stated that the proprietor invited men engaged in business on North Third street similar to that conducted by himself, to visit the places, that he had just opened two new ones and would open more for the world's fair. It was also stated in the letter that the man had allowed employees in his North Third street business house to visit these immoral resorts and spend money there.

The Grand Jury, after hearing the witness testimony, decided to issue a subpoena for the man who was leasing the property, and to issue a subpoena for the man who was leasing the property, and to issue a subpoena for the man who was leasing the property.

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MARRIED HALF A CENTURY.

Mr. and Mrs. Teichman Celebrate Golden Wedding at Mascoutah.

REPUBLIC SPECIAL.
Mascoutah, Ill., March 9.—Mr. and Mrs. Henry P. Teichman celebrated their golden wedding at Mascoutah yesterday. They were married at Mascoutah a half century ago and have resided here continuously. Mr. Teichman is 71 years old and his wife is 68.

Mr. Teichman has been connected with the commercial interests of Mascoutah for fifty-three years. He has been in the building business, Assessor, President of the School Board, City Treasurer, Postmaster and in 1887 was elected secretary and collector for the Mascoutah Building Company. He has held this position for seventeen years. His fellow director of the company presented him a gold-headed cane as a recognition of his long services for the company. The members of a card club also presented him a gold pen.

Two sons were born to this couple. Charles, who conducts a hotel at New Baden, Ill., and Oscar, who conducts a cigar factory at Mascoutah. Numerous congratulatory messages from abroad were received by the aged couple.

Charged With Murder.
Macomb, Mo., March 9.—William Johnson, wanted at Pittsburg, Kan., on the charge of murdering Eugene Thompson, was captured yesterday by Sheriff Gilstrap within an hour after the warrant was taken from the Post Office. For awhile Johnson denied his identity, but finally after hard pressing admitted he was the person wanted. He said Thompson had shot himself.

New Water Rate Inspectors.
Francis Scharwitz, Assessor and Collector of Water Rates, yesterday appointed George W. Cahalan and Charles H. Berner as inspectors, to take the place of the resignations of C. M. Parker and F. Scharwitz.

Tutt's Pills
will save the dyspeptic from many days of misery, and enable him to eat whatever he wishes. They prevent SICK HEADACHE, cause the food to assimilate and nourish the body, give keen appetite, DEVELOP FLESH and solid muscle. Elegantly sugar coated. Take No Substitute.

INSURANCE COMPANY'S COURSE CRITICISED

Federal Court of Appeals Decision Adverse to Mutual Reserve Fund Life Association.

REFUSES TENDER OF PREMIUM.

Opinion Written by Judge Thayer Holds That Thirty-Day Notice of Assessment Runs From Time Policy-Holder Receives It.

A decision of much interest to insurance companies and policy-holders was handed down in the United States Circuit Court of Appeals yesterday in the case of Thomas Ferrenbach, executor of Jacob Lambert, vs. the Mutual Reserve Fund Life Association of New York. Judge Thayer wrote the opinion, which was concurred in by Judge Caldwell. Judge Sanborn filed a dissenting opinion.

The evidence was to the effect that Lambert, a well-known St. Louis citizen, had insured with the company on April 5, 1888, and had paid premiums up to 1899 amounting to \$2,968.85. On May 3, 1899, he tendered his annual premium to the St. Louis agent of the company, who refused to accept it unless he would submit to another medical examination.

As he was then more than 70 years old, Mr. Lambert refused to undergo the examination, and the company declared his policy void.

He sued to recover the amount of the premiums already paid. While the suit was pending he died, and his executor, Ferrenbach, was named plaintiff in his stead. The trial court returned a verdict for the insurance company, and the plaintiff appealed.

ASSESSMENT NOTICE POINT.
The main question to be decided by the Court of Appeals was as to the construction to be placed on the clause in the contract in the policy referring to the notice of assessment due from the policy-holder. The clause set forth that assessments were due and payable within thirty days of the date of notice of such assessment.

The company based its refusal to accept payment of the premium tendered by Lambert in May, 1899, on the ground that it had not been tendered within the thirty days stipulated, and that the plaintiff had violated his contract thereby, and that the policy was voidable by reason of such breach of contract.

The evidence showed that the notice of the assessment was made from New York on March 23, and reached St. Louis March 31, Sunday.

On May 1, Lambert's representative went to the office of the company to pay the premium, but was refused. The company moved. When he located the agent on May 2 payment was not accepted, because Lambert would not comply with the company's proposition for a re-examination.

Judge Thayer, calling for payment within thirty days of the date of the notice, should be construed to mean knowledge or information of such assessment on the part of the policy holder, and not the mere piece of paper containing such notice.

Under such construction, the thirty days within which such assessment became due should be calculated from the date on which such document was written or mailed, but from the date it was received at the ordinary post office address of the policy holder.

To prevent forfeitures of policies, in cases where doubt arises on questions such as the one at issue, it has been the policy of the courts to give the insured the benefit of the doubt.

COMPANY IS CRITICISED.
"The conduct of the company," Judge Thayer says, "in attempting to get out of this risk in the manner and under the circumstances as indicated herein, cannot be viewed otherwise than with disfavor, and the construction of the provisions of the policy and the contract, by which the company is rejecting the policy, is contrary to the law and to fair business dealing."

Judge Sanborn, in his dissenting opinion, dilates at length on the legal definition of the words "notice" and "date," and holds that the contract provides for the payment of the assessment within thirty days of the date of the notice of such assessment.

He holds that the "notice" sent out means simply the piece of paper, and not knowledge or information of the company. Hence, he holds that the thirty days should be calculated from the date the policy was issued, and not from the time it is received at the ordinary post office address of the insured.

Again, he says, that even granting that the date should be calculated from the time the notice is received at the post office, that it was received at the post office within the thirty days, but payment was not tendered until after the time had expired. The payment was then overdue and the policy, according to contract, was null and void.

CONTRARY OPINION.
He holds that the "notice" sent out means simply the piece of paper, and not knowledge or information of the company. Hence, he holds that the thirty days should be calculated from the date the policy was issued, and not from the time it is received at the ordinary post office address of the insured.

MISSOURI'S GREATEST STORE.



We Open to Our Public To-Day
Tuesday, March 10
...THE MOST BEAUTIFUL...

Cloak and Suit Dept.
West of New York and Unrivalled on This Continent.

This will be the formal opening and display of high-class Costumes, Suits, Wraps, Skirts and Waists; also Girls' and Misses' Dresses, Suits and Coats. The illustration shown here is the exact reproduction of a very elegant costume which will be displayed in the window, having been sketched by Barr's special artist.

COSTUMES
The display of Evening and Reception Gowns will surpass any showing ever before attempted in St. Louis. Magnificent costumes in Lace, Crepe de Chine, Net, Silk, Organdy and Linen. Only one garment of each style, but over one hundred different and distinct styles. A DISPLAY EXTRA-ORDINARY.

TAILOR SUITS
Ideal garments for street and demi-dress wear. Beautiful Etamine, Voile, Cheviot and Broadcloth Suits. The showing is high-class in every detail remarkable for the number and variety shown.

COATS
Lace Coats, Silk Coats, Crash Coats, White Coats—in fact, every new idea and effect that is stylish for top-coat wear will be on exhibition in this great room.

SILK WAISTS
Everything that is new in Crepe de Chine, Peau de Cygne, Peau de Sole, Taffeta, Lousine, Vellings and Brillantine is to be found in this exhibit. All confined to Barr's exclusively for St. Louis.

DRESS SKIRTS
Vast and thoroughly complete is this great stock. Very latest styles in shirred, tucked and pleated skirts in all materials—Crepe de Chine, Etamine, Voile, Cheviot, Broadcloth, Vellings, Taffeta and Peau de Sole Silks.

Girls' and Misses' Coats and Dresses
4 to 18 Years.
This is by far the largest and most complete stock ever purchased for this department. Every new idea, every new style, every new fabric, every spring shade is represented. The display will be brilliant and exclusive.

BOND OF CHARLES KRATZ MAY BE SETTLED TO-DAY.

Gottlieb Eyerbaum, Through a Trust Company, Will Pay \$20,000 for Fugitive Boondler.

The forfeited bond of Charles Kratz, the fugitive ex-member of the City Council, who is now at Guadalajara, Mexico, probably will be paid to Circuit Attorney Folk by Attorney Theodore Rasmussen, counsel for Gottlieb Eyerbaum, who is surety on the bond.

The amount of the bond is \$20,000, but, with costs, will amount to several hundred dollars more.

When Kratz was first arrested in connection with the Suburban Railway bond scandal his bond was fixed at \$5,000. Upon the request of Circuit Attorney Folk, the bond was increased to \$20,000. Gottlieb Eyerbaum, member of a prominent firm of contractors, signed the bond.

After Kratz ran away Eyerbaum refused to pay the bond, citing some technicality in the proceedings. Judge Ryan decided against him. He then appealed the case to the Supreme Court. The American Central Trust Company gave bond in the sum of \$10,000 for Eyerbaum on the appeal. The Supreme Court affirmed the decision of the lower court, and Eyerbaum would give him a check for the amount to-day.

QUET DAY LENTEN SERVICE.

The Right Reverend Bishop Edsall Will Conduct Meetings.

The Right Reverend Samuel C. Edsall, Bishop of Missouri, will conduct the Lenten exercises at Christ Church Cathedral Thursday. The Quiet Day is a provision of the Roman Catholic Church, and is observed each year on the third Thursday of Lent.

The order of exercises for the day is holy communion, at 9 o'clock; morning prayer, at 9:30; prayer and meditation, at 10:30; litany with intercession for missions, noon; prayer and meditation, at 1:30; and, at 4 p. m., the general subject for the day is "The Call to the Christian Life." The four meditations are: "The Call to Us as Individuals"; "The Call to Us as Members of the Church"; "The Call to Us as Citizens"; and "The Call to Us as Sons of God."

A luncheon will be served in the Schuyler Memorial House at 1 o'clock in the afternoon for the convenience of persons living at a distance.

Decide on Wesley Celebration Plans.

The date of the Wesley celebration was fixed by the ministers of the M. E. Church, South, yesterday morning for May 1. This time the Board of Missions of the M. E. Church, South, in this city, and all the Bishops will attend.

Bishop Hendrix will preside at the celebration, which will be held at the M. E. Church, South, at 10 o'clock. The celebration will be held at the M. E. Church, South, at 10 o'clock.

Moderator Released From Charge.
At the monthly meeting of the St. Louis Presbytery yesterday morning the Reverend Doctor H. Magill was released from the temporary moderatorship of the North Presbyterian Church, the pulpit having been recently filled by Reverend Frank Foster. The Presbytery voted to give aid to several destitute families. The Reverend Charles F. Brouse of the Kingston, Tenn., Presbytery, and the Reverend J. C. Sifton of the Alton Presbytery were present.

SOVNER GIVES A NEW BOND.

Spent Sunday in the Custody of Deputy Sheriff.

Max Sovner, one of the brothers indicted on charges of leasing houses on North Twelfth street for immoral purposes, gave a new bond yesterday morning, after having spent Saturday night, Sunday and Sunday night in charge of Deputy Sheriff Patterson.

Henry Bartfield, who originally signed the bond for Sovner, was unable to get a bondsmen and was turned over to Deputy Sheriff Patterson.

AGED COUPLE SECURE LICENSE.

Mrs. Hiebner, 77, Will Marry J. W. Skinner, 78 Years Old.

Recorder Young at the marriage license office was surprised yesterday to receive an application for a license for J. W. Skinner of Jonesburg, Mo., and Mrs. Louise J. Hiebner of Montgomery City, Mo. Skinner is 78 years old and Hiebner is 77 years old. They have known one another for nearly fifty years. About five months ago they decided to marry.

FUNERAL OF A CUBAN GIRL.

Body of Sacred Heart Convent Pupils Sent to Havana.

Funeral services for Renee Abreu, 14 years old, a pretty Cuban girl who was a pupil at the Sacred Heart Convent, were held Saturday morning at the convent. Her former classmates carried the casket to the cemetery.

The body was sent to her island home for burial. Renee was a daughter of Doctor Abreu of Havana. She came to St. Louis to finish her education. She was a member of the Sacred Heart Convent, which she had developed into pneumonia. She died last Friday.

SAYS NEIGHBOR STRUCK HER.

Mrs. Kimble Secures Warrant for Timothy Berry.

Mrs. Doctor Olive Kimble of No. 543 Marquette avenue yesterday swore out a warrant charging Timothy Berry of No. 578 Marquette avenue with assault and battery.

Mrs. Kimble stated that Berry came to her home Sunday and asked why her children had assaulted his children. "I informed him that I had no children," she said. "He then struck me and my children."

Timothy Berry, 31 years of age, is a native of Ireland. He is a member of the Irish American Club. He was arrested by the police yesterday morning.

BARBER GETS SECOND CHANCE.

May Study for Examination Before State Will Prosecute.

Judge Moore, in the Court of Criminal Correction, yesterday morning continued the case of C. Condee, a barber at No. 543 Marquette avenue, who was arrested last week on a warrant charging him with practicing his trade without having passed the examination required by the State Barbers' Board.

Give Your Face a Chance.

COKE SHAVING FOAM

For Easy Shaving. Beats any soap, Leaves no chance for contagion. You'll like it, and Barbers will apply it for the asking.

All dealers sell it in 25-Cent Collapsible Tubes. A. B. Bremer Co., - Chicago.

Are You On Velvet Rubber Heels?

OF PURE VELVET RUBBER TRY THEM.

RECLUSE FOR SIXTY YEARS.

Old Woman Lived in Want Over Hidden Gold.

REPUBLIC SPECIAL.
Virginia, Ill., March 9.—Mrs. Kate Walsh, 71, who was buried yesterday from St. Luke's Catholic Church, had lived the life of a recluse in a lonely cabin a mile from town for more than sixty years.

Long ago she was deserted by her husband and later by her sons, because of her mode of living. She always refused to spend a cent and lived a life of miserable wretchedness. In former years she made some pretense at work, taking in washing but in recent years she was wholly a country charge, begging from door to door. She was 23 years old.

When she died an investigation of her premises revealed that she had \$2,000 in greenbacks, silver and gold coins. She had no will, and if her relatives do not appear the money will go to the county.

Saves Time and Suffering.

Mrs. Paul Kennicott, Wood Lake, Neb., writes: "Orangeine has become a regular time-saver for me, nipping in the bud what used to be all-day and all-night headaches."

Building Permits.
M. Burton, hotel alterations, 617 Walnut, \$2,000. Elmer C. Campbell, residences, 209 Arsenal, \$2,700. Liggett Realty Company, box factory, 22-24 Clark, \$25,000. H. G. Rouse Realty Company, store alteration, 467 Easton, \$1,500. H. N. Marx, residence, 697 Westmoreland, \$12,000.

Woman's Nightmare

No woman's happiness can be complete without childbearing. It is her nature—God's gift. As intended to call it is the their essence. Squandered and will bear on Monday, the critical ordeal through which the expectant parent, and will pass, however, is so fraught with dread, pain, suffering and it requires it, and that the very thought of it fills her with apprehension and dreads. There is no necessity for the reproduction of life to be or dangerous. The use of Mother's Friend so prepares the coming event that it is safely passed without any Board of Assessors.

pure. The critical ordeal through which the expectant parent, and will pass, however, is so fraught with dread, pain, suffering and it requires it, and that the very thought of it fills her with apprehension and dreads. There is no necessity for the reproduction of life to be or dangerous. The use of Mother's Friend so prepares the coming event that it is safely passed without any Board of Assessors.

great and wonderful remedy is always applied externally, and has carried thousands of women through the trying crisis without suffering. Send for free book containing information of priceless value to all expectant mothers. The Bradford Register Co., Atlanta, Ga.

Mother's Friend
train and he began shooting. M. Malan returned the fire. A general officers of the San Francisco Union, to the selection of the county, settled on Cincinnati, Mo.